

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

WALTER HAMILTON AND DIANNA)	
HAMILTON, Individually and as Legal)	
Guardians of the Person and Estate of)	
KAITLIN HAMILTON, an incapacitated)	
person,)	
)	
Plaintiffs,)	
vs.)	Case No. 5:18-cv-01240-C
)	
BAYER HEALTHCARE)	
PHARMACEUTICALS INC., et al.,)	
)	
Defendants.)	
)	
MUTUAL OF OMAHA INSURANCE)	
COMPANY.)	
)	
Intervenor.)	

**ORDER APPROVING COMPROMISE
SETTLEMENT & TO TERMINATE CASE AS TO THE BAYER DEFENDANTS**

On this 10th day of September, 2019, the same being one of the regular judicial days of the Court, this matter comes before the Court for approval of a compromise settlement [Doc. 268].

The parties announce and the Court finds that in the above styled cause of action a compromise and settlement has been reached between Walter Hamilton and Dianna Hamilton, individually and as legal guardians of the person and Estate of Kaitlin Hamilton, an incapacitated person (“the Hamiltons”), and Bayer Healthcare Pharmaceuticals, Inc. and Bayer Pharma AG (“Bayer”). The Court finds the settlement to be a reasonable one in light of the disputed liability and damages alleged. The Court further finds that the

settlement is fair, reasonable, and in the best interest of Walter Hamilton, Dianna Hamilton, and Kaitlin Hamilton. The Court further finds that the Hamiltons' attorneys' fees and costs, as described by counsel at the hearing held on September 5, 2019, are fair and reasonable. Accordingly, the settlement should be, and is hereby, approved.

The Court authorizes payment of settlement funds by Bayer in satisfaction of all of its claims against Bayer in this matter to the Douglas & London, P.C. Qualified Settlement Fund. This Court also authorizes Walter Hamilton and Dianna Hamilton to execute a Confidential, Release, Indemnity, and Assignment agreement on behalf of themselves and Kaitlin Hamilton.

In accordance with this Court's Orders dated September 5, 2019 [DKT 287, 289], this Court further finds that Mutual has no subrogation rights against the Hamiltons or Bayer. In the event the Court's ruling on subrogation is reversed, the Court finds that any claim of subrogation or reimbursement made by Mutual that is determined to be owed to Mutual shall be paid by Plaintiffs. The Court further finds that should another court determine that Mutual has a valid subrogation claim, any such claim brought by Mutual against Bayer is to be paid from settlement funds and according to the terms of the settlement between the Plaintiffs and Bayer. To that end, and for that purpose, the Court further orders that \$2 million of the settlement funds shall be held back and remain in the Douglas & London, P.C., Qualified Settlement Fund, until such time as all parties' rights of appeal have been exhausted, at which point said \$2 million shall be disbursed in accordance with this and/or any subsequent Court order.

Walter Hamilton and Dianna Hamilton are authorized to execute and provide to Bayer for filing a stipulation of dismissal with prejudice to fully and completely dismiss all claims they, as well as Kaitlin Hamilton, have against Bayer. The case against Bayer is hereby terminated. The case remains open and will proceed as to the Plaintiffs and Mutual of Omaha Insurance Company.

IT IS ORDERED this 10th day of September 2019.



ROBIN J. CAUTHRON
United States District Judge